

# **EXHIBIT 1**

California State Library  
Budget Office  
P.O. Box 942837  
Sacramento, CA 94237-0001

LSTA GA Page 1

LSTA GRANT AWARD #40-6881

Project Title: OpenLibrary.org: One Webpage per Book  
System/Agency: Internet Archive

**CONSOLIDATED APPLICATION  
NOTIFICATION OF GRANT AWARD**

**Library Services and Technology Act**

I. The recipient designated above hereby certifies to the California State Library, for a grant of funds in the amount of \$342,925. This block grant will provide library services as set forth in the LSTA Service Project Application as approved and/or as amended by the California State Librarian.

**TERMS AND CONDITIONS**

The recipient agency and its named or designated fiscal agent hereby assures the California State Library that:

1. It is mutually understood between the parties that this grant award may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the grant award were executed after that determination was made.
2. This grant award is valid and enforceable only if sufficient funds are made available to the State by the United States government for the Fiscal Year 07/08 for the purposes of this program. In addition, this grant award is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this grant award in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this grant award shall be amended to reflect any reduction in funds.
4. The California State Library has the option to amend the grant award to reflect any reduction of funds.
5. Upon the grant award approval by the State Librarian, one (1) completed set of this CONSOLIDATED APPLICATION NOTIFICATION OF GRANT AWARD and RECIPIENT CERTIFICATION will be sent to the subgrantee. Such copy shall be the officially approved agreement for the conduct of the approved project.
6. "Subgrantee" means the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided.
7. The subgrantee will make reports to the State Librarian in such form and containing such information as may be required to enable the California State Library to perform its duties. The subgrantee will keep such records and afford such access as the California State Librarian, California State Library may find necessary to assure the correctness and verification of such reports.

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LSTA GA Page 2

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**CONSOLIDATED APPLICATION  
NOTIFICATION OF GRANT AWARD, LSTA (continued)**

8. The control of funds and title to property derived therefrom shall be in a subgrantee agency for the uses and purposes provided; a subgrantee agency will administer such property and funds and shall apply funds only for the purposes for which they were granted.

9. The expenditure under this program will not be used to supplant subgrantee effort.

10. This agreement is entered into under provisions of the Library Services and Technology Act, Public Law 104-208 on September 30, 1996; and Congressional Record - House, H11644-H11728 on September 28, 1996, H12266-H12267 on October 3, 1996; and 45 CFR 1183, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, October 1, 1994.

11. Performance of the provisions of this agreement is subject to the conditions and availability of funds as awarded by the State Librarian under said Act.

12. The sheets marked CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS and ASSURANCES are attached hereto and incorporated herein.

13. The terms of this agreement shall be from upon execution to and including June 30, 2008. But shall be subject to termination by either party by giving written notice to the other party at least thirty (30) days prior to the effective date of termination.

In the event this agreement is so terminated, the subgrantee shall deliver to the State Librarian copies of all reports and/or materials prepared up to the date of termination, and the State Librarian shall determine, and pay the subgrantee for the necessary and appropriate expenditures and obligations to the date of termination which have not been covered by prior installments heretofore paid to the subgrantee. If funding has been advanced to the subgrantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 60 days of the notice of termination.

14. The State Librarian is empowered to review, audit, and inspect the project for compliance with this agreement.

**LIMITATION OF EXPENDITURE**

Expenditure for all projects must conform to the approved budget, as amended, and with applicable Federal and State laws and regulations.

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**CONSOLIDATED APPLICATION  
 NOTIFICATION OF GRANT AWARD, LSTA, continued**

Any of the sums listed as approved and/or amended appearing under the categories in the approved budget may be adjusted by the authorized project personnel of the subgrantee to increase any allotment not more than 10% with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the subgrantee under this agreement shall not exceed \$342,925 and shall be expended/encumbered in the period ending **June 30, 2008**.

**REPORTS AND CLAIMS**

It is the responsibility of the recipient of these instructions to see that the proper individual to supply the required reports and claims receives the instructions and makes the required reports and claims to the California State Library.

- I. The subgrantee shall be responsible for the submission of quarterly Narrative Reports, unless otherwise noted in the State Librarian's award letter, on the progress and activities of the project, in triplicate, to the California State Library within 30 days following the end of each quarter.
- II. The subgrantee shall submit quarterly Financial Reports, in triplicate to the California State Library. These reports are to reflect the expenditures made by the subgrantee under the agreement. The financial reports are to be submitted within 30 days following the end of the quarter.
- III. To obtain payment hereunder the subgrantee shall submit authorized claims provided by the California State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
- IV. The final 10% of the grant award is payable only if the grant recipient fulfills all project reporting requirements and returns all unspent grant funds by the time specified in the award. Failure to provide timely reports is a serious breach of a grant recipient's administrative duty under the award, which may result in federal audit exceptions against the state and the loss of LSTA funds. The State Librarian may extend the final deadline for good cause. Request for extension beyond the final deadline of June 30 must be received at least 30 days prior to that deadline at the State Librarian's office.

Payment will be provided to cover the expenditures incurred by the subgrantee for the project in the following manner:

|           |   |
|-----------|---|
| \$154,316 | upon execution of the agreement and submission of claim by fiscal agent |
| \$154,316 | on or about October 30, 2007  |
| \$34,293  | on the submission of all reporting and return of funds                  |

If the amount of payment made by the California State Library shall exceed the actual expenses during the term of this agreement, as reflected in the financial reports to be filed by the subgrantee, the subgrantee shall refund to the California State Library the amount of such excess payment.

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LSTA GA Page 4

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### **NONDISCRIMINATION CLAUSE ADDENDUM**

1. During the performance of this grant award, the recipient, subgrantee and its contractors shall not deny the grant award's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Subgrantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Subgrantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 1290 et. seq.), the regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Sections 7285.0 et. seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
3. Subgrantee or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
4. Recipient, subgrantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the grant award.

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LSTA GA Page 5

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### **CERTIFICATION REGARDING LOBBYING FOR GRANTS AND COOPERATIVE AGREEMENTS**

This certification is a prerequisite for making or entering into a grant or cooperative agreement over \$100,000. Upon the acceptance of the grant award the subgrantee as required by Section 1352, Title 31 of the U.S. Code certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the subgrantee shall complete and submit Standard Form - LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.
3. The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

LSTA Control # F-15

**LSTA GRANT AWARD DOCUMENTATION**  
**Budget Citation BA 07, Item 6120-211-0890**

LSTA Award #: 40-6881

Approval Date: 07/10/07

Project Title: OpenLibrary.org: One Webpage per Book

Subgrantee: Internet Archive

Funding Start Date: \*\* upon execution \*\*

Approved Funds: \$342,925

Term: upon execution - 6/30/08

|           |           |   |              |
|-----------|-----------|---|--------------|
| Payments: | \$154,316 | upon execution of agreement   | Schedule No. |
|           | \$154,316 | on or about October 30, 2007  | Schedule No. |
|           | \$34,293  | on completion of all reporting<br>requirements and return of abatements | Schedule No. |

Appropriation Encumbered (designate where applicable)

For: FY 07/08  
WP 06

Federal Fund Trust PCA #: 92980

Code: 702

Vendor Code: M212

Catalog number from Federal Catalog of Domestic Assistance#45.310

Matching: State: 34% Federal: 66%

| BUDGET CATEGORY     | APPROVED BUDGET  | REVISED | REVISED |
|---------------------|------------------|---------|---------|
| SALARIES & BENEFITS | \$91,750         |         |         |
| MATERIALS           |                  |         |         |
| OPERATING EXPENSES  | \$130,000        |         |         |
| EQUIPMENT           | \$90,000         |         |         |
| INDIRECT COSTS      | \$31,175         |         |         |
| <b>TOTAL</b>        | <b>\$342,925</b> |         |         |

The applicant assures and certifies that it will comply with the regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of Federal funds for this federally assisted project. Also the Applicant assumes and certifies:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-sided activity.
4. It will comply with Section 504 of the Rehabilitation Act of 1973, as amended, 20 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving Federal financial assistance.
5. It will comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
6. It will comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.
7. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
8. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
9. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
10. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
11. It will give the sponsoring agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
12. It will comply with all requirements by the Federal-sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
13. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
14. It will comply with the flood insurance purchase requirements of Section 102(a) requires, on or after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
15. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.